

## "Exhibit, Contract of Sale - Cole"



APPROVED BY THE FREDERICK COUNTY BOARD OF REALTORS

## CONTRACT OF SALE

EMMERT R. BOWLUS, Realtor  
EDWARD FARNSWORTH, Realtor  
W. Church St. Frederick, Md.

THIS AGREEMENT OF SALE, made this 13th day of December 1968 ~~1967~~ by and between Charles R. Anders, Trustee in the Estate of Ida E. Anders, Seller whose address is 214 North Orchard Street, Northfield, Minn. 55057 and William D. Cole, Sr., and Nancy Lee Cole, his wife., Purchaser, whose address is 236 East Second Street, Frederick, Maryland 21701

Witnesseth, that the Seller does hereby bargain and sell unto the said Purchaser, and the latter does hereby purchase from the former, the following described property, situate in Frederick City, Frederick County, Maryland. viz.

Being all that Real Estate with improvements thereon and being located at 731 Hotter Avenue, Frederick, Maryland and being all and the same Real Estate as shown in Liber 469 Folio 59 one of the land records of Frederick County, Maryland.

with improvements thereon known as Dwelling (including heating, plumbing and lighting fixtures, ~~stove and refrigerator~~ awnings, screens storm doors and windows, venetian blinds, shades, NO EXCEPTIONS, and all trees, shrubs and plants: as now installed on the premises, except as follows: NO EXCEPTIONS

at and for the price of Twelve Thousand Dollars ----- Dollars ( \$ 12,000.00 )  
of which Five Hundred ----- Dollars ( \$ 500.00 )  
have been paid in the form of Down Payment

prior to the signing hereof, and the balance to be paid as follows: \$1,500.00 additional in cash at time of final settlement. Seller to take back first mortgage in the amount of \$10,000.00/ as shown below.  
Settlement to be on or before February 1, 1970

And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the expense of the Seller, which shall convey the property to the purchaser. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use & occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

If the Purchaser shall fail to make settlement as herein agreed, the deposit herein provided for may be forfeited at the option of the seller; in the event of any such forfeiture of the deposit, the Realtor shall be entitled to one-half after Realtors expenses are deducted thereof as a compensation for his services, said amount not to exceed the full commission as hereafter specified.

Rent, water rent, taxes (including charges for sewer and water, if any) and all other public charges on an annual basis against the premises shall be apportioned as of date of settlement, at which time possession shall be given, unless otherwise agreed upon herein. Purchaser shall pay for all other recording costs. Seller shall provide deed. ~~and pay for federal income stamp.~~

It is agreed that the Seller shall cause the fire and casualty insurance policies now in force on the above described property to be endorsed at once so as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this contract; the amount of fire insurance now in effect is \$  
The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators, or assigns; that this contract contains the final and entire agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained; time being of the essence of this agreement.

The Seller recognizes Emmert R. Bowlus as the Realtor negotiating this contract and agrees to pay to said Realtor brokerage fee for services rendered amounting to 6 % of the sales price, and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to Realtor. The entire deposit shall be held by the Realtor as agent for Seller in a special agency account until settlement hereunder is made.

Miscellaneous provisions: This agreement is contingent on the Trustee for the Estate of Ida E. Anders taking a first mortgage for 20 years at a maximum interest rate of 8% and said mortgage to be amortized at \$83.65 in monthly payments. Purchaser reserves the privilege to step up principle payments and or to refinance if so desired after 3 years from time of final settlement. Recordation and Transfer stamps to be split 50/50/

WITNESS the hands and seals of the parties hereto the day and year first above written.

Executed in Triplicate.

Witness - as to Seller's Signature

Seller's Signature Charles R. Anders (SEAL)  
Trustee in the Estate of Ida E. Anders.

Witness - as to Seller's Signature

Seller's Signature (SEAL)

Witness - as to Buyer's Signature

Buyer's Signature William D. Cole, Sr. (SEAL)

Witness - as to Buyer's Signature

Buyer's Signature Nancy Lee Cole (SEAL)